

SUNGARD®
PUBLIC SECTOR
SunGard Public Sector ASP Proposal
for
Dearborn, Michigan
ASP Quote
March 6, 2014

	Applications and/or Services	Services Fee	Start-Up Fee	Monthly Access Fee
New Products (Not currently Licensed)	Time Keeping Interface - (TC)	N/A	N/A	Included in Monthly Access Fee
New Third Party Products (Not Currently Licensed)	ExecuTime - Time & Attendance Software - (ET) ExecuTime Software - Timekeeping license for up to 1500 employees, includes license, support and new new releases.	N/A	\$ 27,500.00	\$ 2,205.00
New Third Party Products (Not Currently Licensed)	ExecuTime - Mobile Access Module	N/A	\$ 3,960.00	\$ 108.00
Services	Setup, Implementation of the SunGard Public Sector applications. ExecuTime will be hosted and managed by SunGard Public Sector.	N/A	N/A	Included in Monthly Access Fee
ExecuTime Services	Training, Support and Maintenance for ExecuTime Solutions	N/A	N/A	Included in Monthly Access Fee
Optional ExecuTime Services	Configuration services to migrate from the NaviLine interface to the ONESolution interface	\$ 4,500.00	N/A	N/A
Total			\$ 31,460.00	\$ 2,313.00

Notes:

Travel expenses, custom modules and time collection devices are invoiced separately for ExecuTime.

This quote is for up to 1500 employees. Employee totals in addition to the amount will be subject to additional charges.**This quote includes a VPN device to reside at client site.**

This quote does not include any conversion from existing time & attendance software.

Year 1 - 3

Monthly
Fees
Annualized
Fees

\$2,313.00

\$27,756.00

EXPIRATION

SunGard Public Sector prices are valid for 120 days.

PAYMENT TERMS

Start-up Fee is due at contract execution

The Monthly Access Fee for any additional applications purchased will be placed on the same term as the original contract.

Travel and related expenses of the trainers, installers, or project managers are in addition to the above costs and they are billed separately.

Customer will be contacted by the SunGard Public Sector Project Manager to begin the implementation process of this project upon receipt of startup fees.

SunGard Public Sector Inc., 1000 Business Center Drive, Lake Mary, Florida 32746

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EXHIBIT: <u>20</u>
NAME: <u>PLF</u>
DATE: <u>10-9-2014</u>
J Leitz Moran

~~2016~~
March 2016 Invoiced 0
Maintenance

10/27 Invoice Sent
10/27 Electronic Software Delivery to customer
10/27 Added to Kathy's spreadsheet

Purchase Order

11/2 Added to Kathy's spreadsheet

Company	PO Number	Date	Page
LG	8083	27/Oct/2015	1 of 2

To: EXECUTIME SOFTWARE LLC
636 E THIRD STREET
TULSA, OK 74120

Bill To: SunGard Public Sector Inc. - LM
1000 Business Center Drive
Lake Mary, FL 32746

Due Date	Terms	Currency	Ship Via	F.O.B.	Confirm	Buyer	Vendor Grp/Code
	RECEIPT	USD			No	Mary Trujillo	214743LG

No.	Item/Description/Comments	Required	Quantity	U/M	Rate	Cost
1	ExecuTime Time & Attendance Software License		1.00	EA	40,000.0000	30,000.00 ✓
2	ExecuTime Time & Attendance Maintenance		1.00	EA	10,000.0000	9,000.00 Due 4/1/16 ✓
3	ExecuTime Mobile Access Module License		1.00	EA	3,995.0000	2,995.25 ✓
4	ExecuTime Mobile Access Module Maintenance		1.00	EA	799.0000	719.10 Due 4/1/16 ✓
5	Time & Attendance Remote Implementation Services & Training		1.00	EA	31,000.0000	15,500.00 First 50% ✓
6	ExecuTime Advanced Scheduling Software License		1.00	EA	26,250.0000	19,687.50 ✓
7	ExecuTime Advanced Scheduling Maintenance		1.00	EA	6,875.0000	6,187.50 Due 4/1/16 ✓
8	Advanced Scheduling Remote Implementation Services & Training		1.00	EA	10,000.0000	5,000.00 First 50% ✓
9	Advanced Scheduling Mobile Access Module		1.00	EA	5,250.0000	3,937.50 ✓

Page Total 93,027.85

Support =
17,144.10

Purchase Order

Company	PO Number	Date	Page
LG	8083	27/Oct/2015	2 of 2

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Lake Mary, FL 32746

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	RECEIPT	USD			No	Mary Trujillo	2/4743LG

No.	Item/Description/Comments	Required	Quantity	U/M	Rate	Cost
10	Advanced Scheduling Mobile Access Module Maintenance		1.00	EA	1,375 0000	1,237 50

Due
4/1/16

City of Dearborn
16901 Michigan Avenue
Dearborn, MI 48126
Allison Cline
313-943-2175

Electronic Delivery: acline@ci.dearborn.mi.us

REF: 1337LG/DEBN-00009785

Services: 50% due at Execution, and 50% due at Completion
Maintenance Start Date: April 1, 2016

Page Total 1,237 50

PO Total 94,265 35

Authorized Signature: _____

Date: _____



Invoice

ExecuTime Software
636 E. Third Street
Tulsa, OK 74120

(888) 832-3932 ext 650
Tax ID: [REDACTED]

PAID
11/11/2015

P.O. #: 8083

Invoice #: 3048

Date: 10/26/2015

Bill To:

SunGard Public Sector
1000 Business Center Drive
Lake Mary, FL 32746
Attn: Mary Trujillo

Terms: Due on receipt

Item	Qty	Description	Rate	Amount
Time and Attendance ...		Time & Attendance Software License	30,000.00	30,000.00
Mobile Access Module		Mobile Access Module License - Time & Attendance	2,996.25	2,996.25
Implementation - New...		Time & Attendance Remote Implementation (first 50%)	15,500.00	15,500.00
Scheduling License		Advanced Scheduling License	19,687.50	19,687.50
Implementation - New...		Implementation - Time & Attendance	5,000.00	5,000.00
Mobile Access Modul...		Mobile Access Module - Advanced Scheduling	3,937.50	3,937.50
City of Dearborn - REF: 1337LG/DEBN - 00009785				
Total Due:			\$77,121.25	

We charge a 3.7% fee for all credit card purchases.

We truly appreciate your business and it is our pleasure to have you as our customer!

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Add-On Quote

Quote Prepared By:

Joshua Bisienere
 1000 Business Center Drive, Lake Mary, FL 32746
Phone: (800) 727-8088 **Fax:** (407) 304-1274
Email: Joshua.Bisienere@sungardps.com

Quote #	Presented Date	Valid Until
Q-00009785	12/8/2014	10/31/2015

Quote Prepared for:

Account: Dearborn, MI DEBN
Contact: Allison Cline
Address: 16901 Michigan Avenue
 Dearborn, MI 48126, US
Phone: (313) 943-2164

Third Party:
TIME & ATTENDANCE PREMISE (IN-HOUSE) SYSTEM

Item Description	Cost	Annual Maintenance
ExecuTime™ Software Time & Attendance License	\$ 40,000.00	\$ 10,000.00 annually

Up to 1500 employees

All-Inclusive Functionality includes: Web UI, Clock in/out, Job Costing, Benefits Tracking, Benefits Calendar, Time-Off Requests, Automated Move to Payroll and more.

ExecuTime™ Software Mobile Access Module	\$ 3,995.00	\$ 799.00 annually
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Remote Implementation Services & Training	\$ 31,000.00
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1. Design/Scope of Work
2. Implementation Services
3. Training Services
4. System Integration with SunGard Timekeeping Interface

OS-INT-TC-ExecuTime Time Keeping Interface Services \$ 960.00

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Add-On Quote

ADVANCED SCHEDULING PREMISE (IN-HOUSE) SYSTEM

ExecuTime™ Software Scheduling License	\$ 26,250.00	\$ 6,875.00 annually
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Up to 500 employees

All-Inclusive Functionality includes: Web UI, Full functionality and more.

Remote Implementation Services & Training	\$ 10,000.00
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1. Design/Scope of Work
2. Implementation Services
3. Training Services
4. System Integration with SunGard Timekeeping Interface

Mobile Access Module for Advanced scheduling	\$ 5,250.00	\$ 1,375.00 annually
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Total Proposed Cost for Advance Scheduling and Time and Attendance:	\$ 117,455.00	\$ 19,049.00 Annually
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Product Notes:

Minimum ExecuTime Server Requirements (for premise system only)

Browser:

Internet Explorer 9+
Safari (mobile)
Android using Chrome (mobile)
Windows 8 phones (mobile)

OS:

Any of the following - (Must be 64 bit)
Microsoft Windows Server 2003 Standard, Enterprise, Datacenter (64-bit)
Microsoft Windows Server 2008 Standard, Enterprise, Datacenter (64-bit)
Microsoft Windows Server 2012 Standard, Enterprise, Datacenter (64-bit)

Java Environment:

JDK v1.7 minimum

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Add-On Quote**Web Application Servers:**

ExecuTime AS 6.1 (Installed by ExecuTime)

Databases Environment:

Any of the following Single Processor License (depending on hardware configuration)

Microsoft SQL Server 2008 or 2008 R2 (64 bit recommended)

Microsoft SQL Server 2012 (64 bit recommended)

Hardware: Processor: Intel x64 processor with 4 cores (or greater), 3.0 GHz (or faster)

RAM: 8 GB (or greater)

Hard Disk: 2 Disk Drives with a minimum of 100GB free space on secondary drive. (Recommended configuration: 1 drive for Operating System and 1 drive for application and database installation. After installation, it is recommended to maintain at least 20GB of free space at all times.)

100/1000 Ethernet Adapter

Pricing does not include tax (if applicable) and shipping fees. Pricing and server requirements are subject to change.**** Additional PC or Server requirements required and can be provided by your Account Manager upon request.*****Payment Terms:****Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Conversion, Custom Modification, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current Annual period. SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. In this case maintenance will not be due until April 1, 2016. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current

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Add-On Quote

term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. ExecuTime Annual Support shall be due April 1, 2016. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Special Payment Terms by Product:

EXEC-ADV-SCH: The first year of support for ExecuTime Advanced Scheduling System (EXEC-ADV-SCH) is due upon contract execution. EXEC-ADV-SCH-MBL-ACC: The first year of support for ExecuTime Advanced Scheduling Mobile Access (EXEC-ADV-SCH-MBL-ACC) is due upon contract execution. EXEC-MOBL-ACC: The first year of support for ExecuTime Time & Attendance Mobile Access (EXEC-MOBL-ACC) is due upon contract execution. EXEC-TIM-ATT: The first year of support for ExecuTime Time & Attendance (EXEC-TIM-ATT) is due upon contract execution.

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

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This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Dearborn, MI

Signature: _____

Date: _____

10/22/15

Printed Name : _____

DAN FEWKAMP

APPROVED:

DATE: _____

CORPORATION COUNSEL

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